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 CAL STATE 9 CREDIT UNION  
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## UNITED STATES DISTRICT COURT

## NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO DIVISION

12 KAMLESH BANGA,

Case No. C08-03015 BZ

13 Plaintiff,

14 v.

**DEFENDANT'S NOTICE OF MOTION  
AND MOTION TO SUBSTITUTE PARTY;  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
MOTION TO SUBSTITUTE PARTY**15 CAL STATE 9 CREDIT UNION;  
16 EQUIFAX INFORMATION SERVICES,  
LLC, and Does 1 through 10 inclusive,

Date: September 3, 2008  
 Time: 10 a.m.  
 Dept.: Courtroom G, 15th Floor  
 San Francisco  
 Judge: Bernard Zimmerman,  
 United States Magistrate Judge

17 Defendants.  
 18  
 19**NOTICE OF MOTION AND MOTION TO SUBSTITUTE PARTY**

21 TO PLAINTIFF KAMLESH BANGA:

22 PLEASE TAKE NOTICE that on September 3, 2008 at 10 a.m. in Courtroom G of the  
 23 United States District Court, Northern District, San Francisco Division, located at 450 Golden  
 24 Gate Avenue, San Francisco, California, or as soon thereafter as the matter may be heard, the  
 25 National Credit Union Administration Board, in its capacity as the Liquidating Agent for Cal  
 26 State 9 Credit Union, will move this Court for an Order granting its motion to substitute the  
 27 National Credit Union Administration Board as the defendant in this case.

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Case No. C08-03015 BZ

This motion is made and based upon this Notice, the Memorandum of Points and Authorities in support thereof, and the pleadings and any other documents on file, as well as any other evidence produced at the hearing of the matter.

# MEMORANDUM OF POINTS AND AUTHORITIES

1. Plaintiff filed suit against Cal State 9 Credit Union (CS9CU) alleging that CS9CU violated the Fair Credit Reporting Act and other statutes.

2. Plaintiff seeks damages of \$150,000 as a result of the alleged actions of the credit union in this matter.

3. On June 30, 2008, Cal State 9 Credit Union was placed into involuntary liquidation, and the National Credit Union Administration Board (NCUA) was appointed Liquidating Agent of the credit union pursuant to the provisions of 12 U.S.C. §1787(a)(3). A copy of the Notice of Involuntary Liquidation is attached as Exhibit A.

4. By operation of law, the Liquidating Agent succeeds to all rights, titles, powers, and privileges of the credit union. *See* 12 U.S.C. §1787(b)(2)(A)(i). Pursuant to 12 U.S.C. §1789, the Liquidating Agent is empowered to be sued and defend in any court of law or equity. Accordingly, it is the proper entity for purposes of this lawsuit.

## CONCLUSION

As CS9CU is no longer the proper entity to be sued in this matter, the National Credit Union Administration in its capacity as Liquidating Agent respectfully requests that it be substituted as a defendant in this matter.

Dated: July 30, 2008

LOMBARDI, LOPER & CONANT, LLP

By: /s/ Leora R. Ragones  
LEORA R. RAGONES  
Attorneys for Defendant  
CAL. STATE 9 CREDIT UNION